

PUBLIC LAW BOARD NO. 2050

AWARD NO. 5

CASE NO. 5

UTU: RTV-74-105

CARRIER: TR-SU-74-12(V)

PARTIES TO DISPUTE:

Norfolk and Western Railway Company

and

United Transportation Union (CET)

STATEMENT OF CLAIM

"Claim and/or grievance of Conductor H. L. Williams dated December 25, 1974, while located at Suffolk, Virginia, for 100 miles account of Suffolk shifter being layed in on Christmas Day. Both brakemen were paid but the conductor was not."

OPINION OF BOARD

The Claimant here was an extra road service conductor who (prior to December 25, 1974) was called to deadhead to Suffolk to protect a vacancy on the Suffolk shifter. The assignment normally qualifies for holiday pay.

On December 25, 1974, Carrier annulled the shifter and Claimant submitted holiday pay claims for himself and the two brakemen. The brakemen were allowed holiday pay because they were regularly assigned. However, this conductor's claim was denied because he was not "regularly assigned" to the shifter.

Article 1, Section 2 of the pertinent Agreement states:

"The following provisions shall apply to regularly assigned engineers, firemen, hostlers and hostler helpers represented by an organization party hereto in yard service, and regularly assigned road service employee in local freight service, including road switchers, roustabout runs, mine runs, or other miscellaneous service employees, who are confined to runs of 100 miles or less

and who are therefore paid on a daily basis without a mileage component, and who meet the qualifications set forth in paragraph (c) hereof, shall receive one basic day's pay at the rate for the class and craft of service in which last engaged for each of the following enumerated holidays when such holidays fall on the assigned workday of the work week of the individual employee:

New Year's Day
Washington's Birthday
Decoration Day
Fourth of July
Labor Day
Thanksgiving Day
Christmas Day."

None of the many amendments to the Rule have altered the concept for payment to extra road service employees.

A number of Awards have held that extra road service employees are not entitled to holiday pay because of the clear language of the rule. See, for example, Award 1496 of Special Board 235, Award 1230 of Special Board 589 and Award 9, Public Law Board 619 - which resolved a dispute between this Carrier and BLE concerning the same basic rule.

FINDINGS

The Board, upon consideration of the entire record and all of the evidence finds:

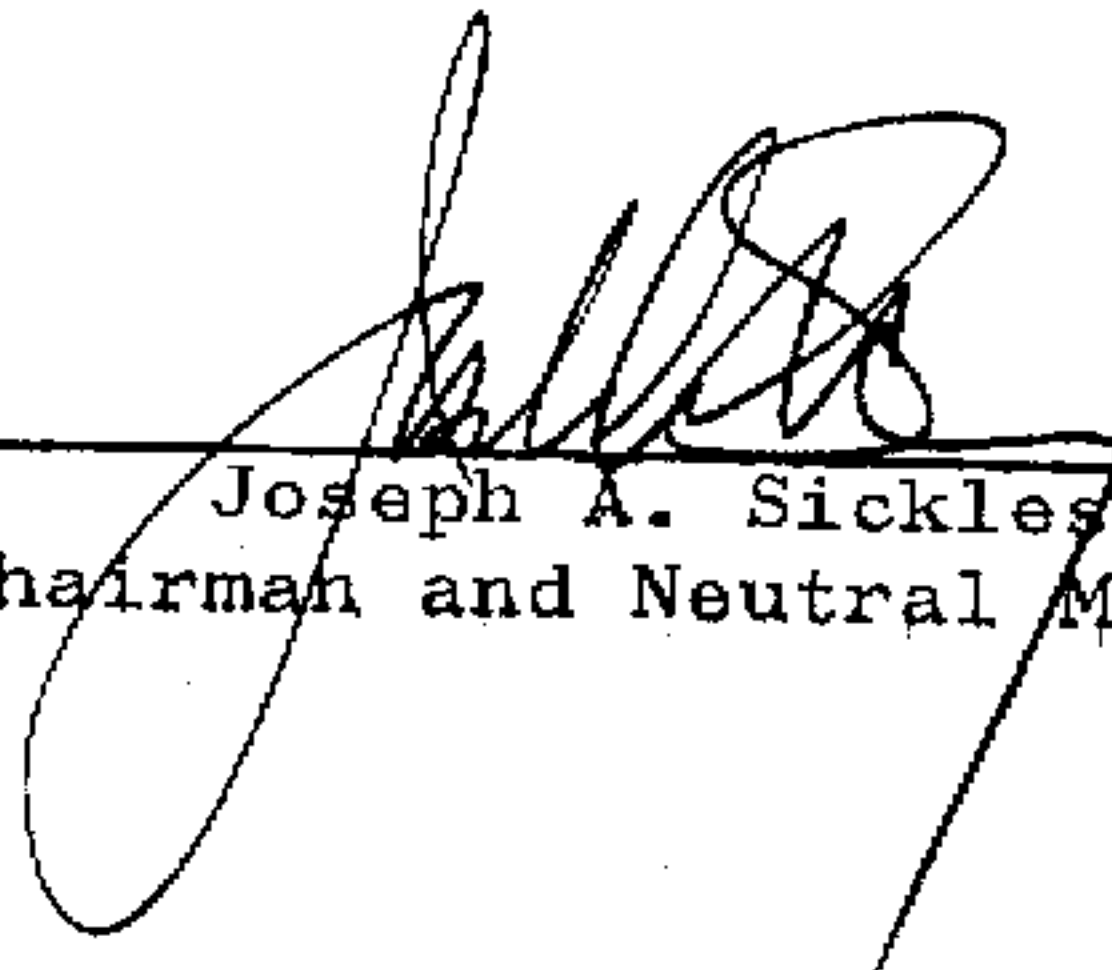
The parties herein are Carrier and Employee within the meaning of the Railway Labor Act, as amended.

This Board has jurisdiction over the dispute involved herein.

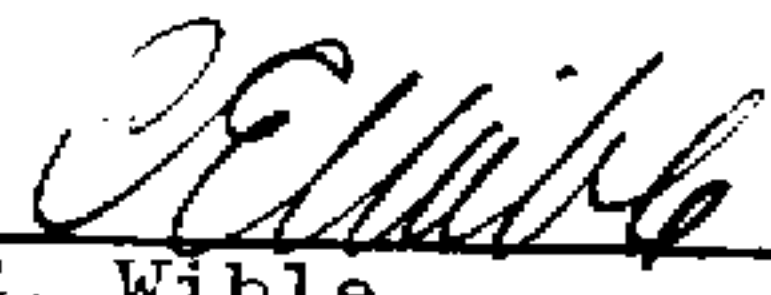
The parties to said dispute were given due and proper notice of hearing thereon.

AWARD

Claim denied.



Joseph A. Sickles
Chairman and Neutral Member



C. E. Wible
Organization Member



~~I. W. Alley~~
Carrier Member

4/21/78

DATE